

Request for Proposals
for
Service Organization Controls 1 Reporting Services
for the
Retirement Systems of Alabama
For the period January 1, 2014- September 30, 2014
and
4 fiscal years ending September 30, 2018
RFP 14-011

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Section I

General Information for the Bidder

A. Purpose

This Request For Proposals (RFP) solicits vendor proposals for a Report on Controls at a Service Organization Relevant to User Entities' Internal Control over Financial Reporting (SOC 1) related to the Retirement Systems of Alabama's (RSA) description and the suitability of the design and operating effectiveness of the controls in place for investment transactions, retirement contribution reporting, retirement benefit payments, and participant data for the period January 1, 2014, through September 30, 2014, and for fiscal years 2015, 2016, 2017, and 2018, prepared in accordance with *Statement on Standards for Attestation Engagements (SSAE) No. 16*.

B. Description of the RSA

Introduction

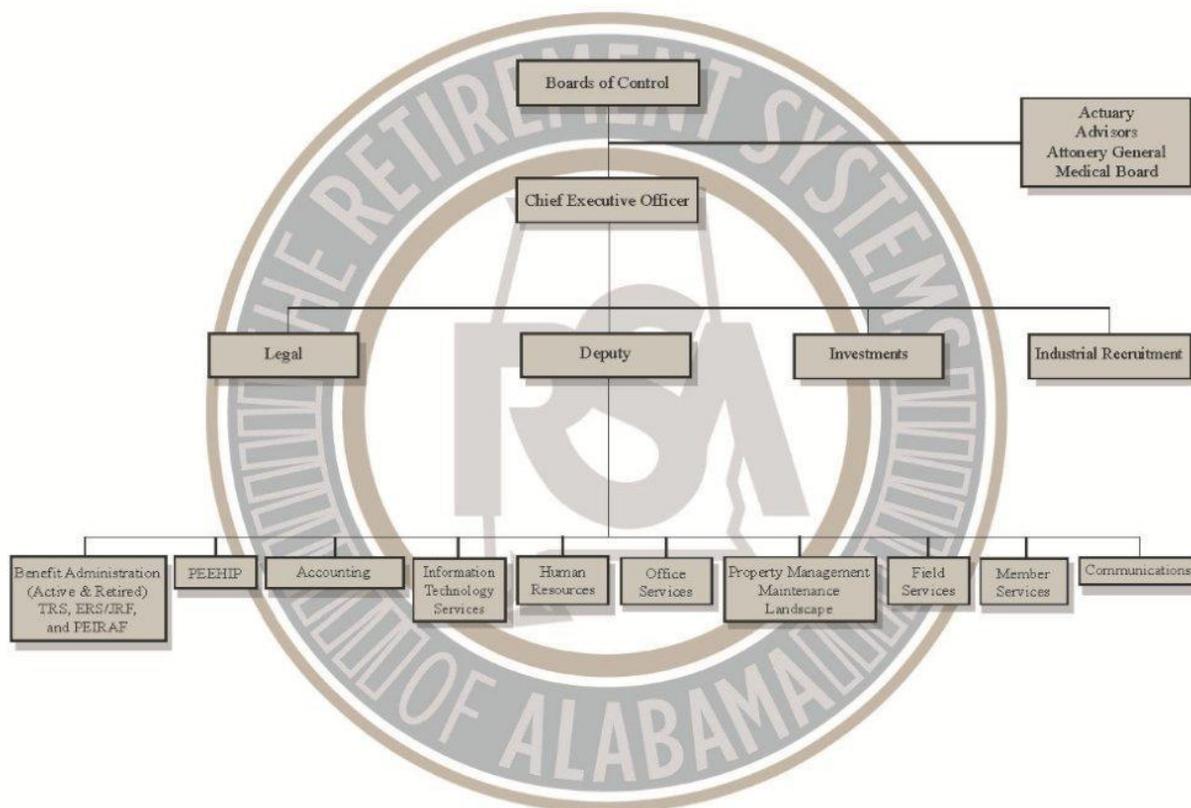
The RSA is an umbrella organization consisting of the Employees' Retirement System of Alabama (ERS), the Teachers' Retirement System of Alabama (TRS), and the Judicial Retirement Fund (JRF); and it also administers the Public Education Employees' Health Insurance Plan (PEEHIP) and the RSA-1 Deferred Compensation Plan (RSA-1). The benefit plans administered by RSA were adopted by the Alabama State Legislature at varying times. TRS was originally created in 1939 and began operation in 1941; followed by ERS which began operation in 1945. JRF began in 1975, followed by RSA-1 in 1981, and PEEHIP in 1983. These benefit programs provide for retirement and health insurance benefits for public employees at the state and local level in the State of Alabama, including education employees. RSA-1 allows public employees to participate in a voluntary tax deferred savings plan, and PEEHIP provides health insurance benefits to public education employees.

The TRS and ERS are multiple-employer public employee retirement plans which provide retirement, disability, and death benefits to employees of participating employers. Each is governed by a Board of Control consisting of both elected and ex-officio members. The TRS Board also serves as the PEEHIP Board of Control and the investment committees of both the TRS and ERS Boards serve as the RSA-1 Board of Control. JRF is administered as part of the ERS and has no independent Board. The RSA provides administrative and support services of Accounting, Information Technology, Legal, Office Services, Member Services, Field Services, Communications, and Human Resources which service all program areas.

Organization

The following is a brief summary of the major organizational roles at the RSA. This summary is intended to provide general overview of the organization and does not include all groups or activities. An organizational chart of the RSA is shown below and is followed by narrative descriptions of the various departments.

Retirement Systems of Alabama



1/20/2012

Chief Executive Officer

The CEO is appointed by the Boards of Control to administer the various RSA programs and to manage the day to day operations of the RSA. This includes overall decision making authority over all the aspects of the RSA operations.

Deputy Director

The Deputy Director answers directly to the CEO and oversees the core business operations of the RSA.

Legal

The Legal Department provides legal advice to all RSA departments, reviews and interprets governing statutes and regulations, offers counsel to the governing boards, reviews contracts entered into by the RSA, defends and prosecutes lawsuits, assists with the appeal process of both administrative and statutory denials, and assures compliance with any fiduciary obligations. The Department includes Legislative Counsel, who monitors legislation that could have an impact on the RSA, provides guidance to the RSA

staff, and represents the RSA to the Legislature. There are five employees within the department.

Investments

The Investment Department's major function is to optimize the total return of the RSA investment portfolio through a policy of long-term diversified investment, using parameters of prudent risk management. The RSA investment staff administers and monitors the RSA investments, coordinates the RSA cash flow, implements the asset allocation strategy, and monitors and reports on investment activity and performance. There are sixteen people within the division. Each individual on the Investments staff generally focuses on a certain asset class, with consideration given to how their recommendations affect the overall portfolio. There are both passive and active strategies employed within equities, and the entire fixed income portfolio is actively managed. Direct investments are also part of the RSA investment strategy and consist of both equity and debt investments, and they are managed by the Director of Private Placements.

Benefits Division

The primary function of the Benefits Division is the calculation and processing of all retirement, disability, death, and refund claims. Benefits staff also administers and maintains recurring benefits, return to work, beneficiary information, and provides counseling, guidance, and education to the RSA members (active, inactive and retired), their beneficiaries, and employers. To provide these services, staff must be knowledgeable of the Alabama law as it pertains to all participating employers and be able to explain how it affects members and employers. When needed, Benefits staff serve as liaison between the member and employer and the RSA. There are eighty-seven people within the division.

Accounting Division

The Accounting Division is divided into seven functional areas: CFO-Accounting with 4 employees, Financial Analysis--3 employees, Financial Reporting--4 employees, Investment Accounting--16 employees, Member Payroll Accounting-- 5 employees, Real Estate Accounting--4 employees, and Revenue Accounting--16 employees for a total of 52 employees. The CFO-Accounting section serves as oversight of the Accounting Division, monitors internal controls system wide, develops and implements strategy related to PEEHIP funding, prepares the Budget for RSA and all related entities, tests and provides participant and employer data to actuary for valuations, manages Construction Accounting, and develops plans for monitoring and managing data. The Financial Reporting section's major functions are preparation of the RSA's Comprehensive Annual Financial Report (CAFR) for the ERS, TRS, and JRF and audited financial statements and notes for PEEHIP, Public Education Employees Retiree Trust, RSA-1, and PEIRAF, annual operations plans, and any other external financial reporting as well as all general ledger balancing and Accounts Payable functions. The Investment Accounting section is responsible for managing and projecting cash needs, settling all trading activity, working closely with Investment staff, brokerage firms and traders, the State Treasurer and

Comptroller's office, and the custodial bank, recording the daily investment activity, acquiring and retaining all required authorizations related to trading of securities and cash movements, reconciling to the custodial bank, the in-house investment accounting software, and the general ledger for all investment activity for not only the agencies listed above but also for others for which RSA manages the investment activity. The investments of the RSA are 100% internally managed for 23 funds and were valued at approximately \$35 billion at September 30, 2013. Investments include Short-Term Investment Funds, Commercial Paper, Domestic Fixed Income and Equity Securities, International Equity Securities, Direct Private Placement Investments, and Directly-owned and managed Real Estate Investments. Investment performance is calculated and reported by the third party custodial bank. Revenue Accounting is responsible for collecting, balancing, and posting the employee and employer contributions for ERS, TRS, JRF, RSA-1, and PEEHIP as well as processing the RSA-1 and PEIRAF payrolls, 1099s, investment earnings calculation and posting to members' accounts, producing quarterly statements and daily balancing member account detail from the subsidiary ledger to the general ledger for RSA-1, PEIRAF, and JRF. Member Payroll is responsible for the verification and balancing of the monthly retirement payroll for approximately 125,000 state teachers, employees, and judges. Member Payroll also administers three weekly ad hoc payrolls. The division balances the 1099 file to the check distributions and general ledger. The Financial Analysis area provides data analysis in support of decisions as well as process improvement implementations. The Real Estate Accounting section provides all accounting functions and reporting for the wholly owned office complexes.

Information Technology Division

The IT Division provides technology solutions which enable superior customer service to members, employers, and annuitants. IT maintains an integrated Microsoft Windows-based file/application server, web, imaging, and telecommunications infrastructure, assures a high level of information security and disaster recovery readiness, and ensures support to changing business needs and legislative changes. The Chief Security Officer is responsible for assuring the confidentiality, integrity, and availability of information and information systems throughout the RSA. The CSO ensures that appropriate technology monitoring and controls are in place. There are forty- one people in this division.

Human Resources

The Human Resources Division is responsible for administering all human resource functions for the organization. This includes recruitment, employment practices, benefits and compensation, and management policies. They also are responsible for staff training and development. There are three people in this division.

Office Services

The Office Services Division is responsible for handling incoming mail through the Mail Center as well as the processing of outgoing mail. The Records area scans incoming

paper documents into the Imaging system in order for them to be entered into workflow or stored. This area also researches and validates enrollments and enters address changes for active and inactive members. Office Services is responsible for purchasing any equipment or supplies necessary for conducting the RSA business and ensuring the proper maintenance of the equipment. In-house printing and binding services are also available through Office Services. There are nine people within the division.

Property Management / Maintenance

This division is responsible for managing the various real estate properties owned by the RSA as investment properties. This includes marketing vacant office spaces; negotiating, executing, and monitoring appropriate contracts and leases; maintaining tenant relations, providing support to tenants including telecommunications and IT; and maintaining both the interior and exterior of the buildings and the surrounding grounds and landscape features. There are sixty-three people within the division.

Field Services

The Field Services Division conducts an ongoing series of educational seminars for ERS and TRS members in order to better educate participants of their retirement benefits. They also provide informational programs on health insurance, the RSA-1 Deferred Compensation Plan, and the Flex savings program. There are six people within that division.

Member Services

The Member Services Division serves as the initial point of contact for members of the RSA, their beneficiaries, participating employers, and other financial professionals. The primary function of employees in the contact center is receiving and filtering incoming telephone inquiries. After assessing the nature of each inquiry, staff then provides general plan information and/or necessary documents or forwards the more technical inquiries to the appropriate business division. The contact center also receives, filters, responds to, or forwards incoming email and written inquiries. All contact, regardless of the type, should be documented in the member files for review and/or future reference. Member Services also manages the visitor center for members with appointments or those who may walk-in to see a RSA Benefits Counselor. Visitor center staff assesses the reason for member visits and may either assist visitors with general plan inquiries providing both information and plan documents or schedule a session with a benefits counselor. The visitor center staff also accepts, receives, and forwards to the correct party member payments for various plans. There are twenty-one people within this division.

Communications

The Communications Division provides information to the general public, employers, and members regarding the RSA. They create forms, newsletters, benefit booklets, manuals, and correspondence for members and employers, as well as technical manuals and training materials for the RSA employees. In addition, the Communications staff

develops content for and maintains the rsa-al.gov public website as well as an intranet for the RSA staff. There are two people within the division.

Further information related to the RSA such as Comprehensive Annual Financial Statements, Actuarial Valuations, Member Handbooks and other related documents can be found at the website www.rsa-al.gov.

C. Proposal Timetable

- January 16, 2014 – RFP issued.
- January 23, 2014 at 3:00 p.m. CST – Deadline to schedule 30-minute on-site interviews with RSA personnel prior to submitting a proposal. Requests for interviews should be made via email to Edward.Davis@rsa-al.gov.
- January 27-28, 2014 – On-site interviews with RSA personnel.
- February 3, 2014 at 5:00 p.m. CST – Deadline for any questions from prospective vendors. All vendor questions must be submitted via email to Edward.Davis@rsa-al.gov. Responses will be posted on the RSA website.
- February 5, 2014 at 5:00 p.m. CST – RSA’s responses to vendor questions will be posted on the RSA website.
- February 17, 2014 at 2:00 p.m. CST – deadline for receipt of sealed proposal.
- February 20-21, 2014 – Finalist Interviews, if needed.
- February 28, 2014 – RSA completes the review and awards the bid.

All proposals will be submitted (three (3) copies and one (1) redacted copy) in a sealed wrapper with the following plainly marked on the front:

RETIREMENT SYSTEMS OF ALABAMA
SOC 1 REPORT PROPOSAL
RFP 14-011
OPENING February 17, 2014

Proposals should be sent:

Via UPS or FedEx to:

Via US Mail to:

Mr. Edward Davis
Retirement Systems of Alabama
201 South Union Street
Montgomery, Alabama 36104

Mr. Edward Davis
Retirement Systems of Alabama
PO Box 302150
Montgomery, Alabama 36130-2150

Proposals may be hand delivered to Room 574 of the Retirement Systems Building, 201 South Union Street, Montgomery, Alabama. Proposals will be accepted until 2:00 p.m. CST on February 17, 2014, and opened at that time. Proposals will not be accepted after this time. The RSA reserves the right to reject any and all responses to this RFP.

D. Delivery Schedule

Selected firm must be prepared to begin engagement no later than March 7, 2014. The SOC 1 Type II Report must be completed and issued by November 30 of each year.

E. Payment Schedule

Payment will be made based upon submitted invoices for work performed during the period. Invoices may not be submitted more frequently than monthly. Payment will be made within 30 days of receipt of the invoice.

F. Selection of Firm

The RSA expects to employ the successful vendor. All responding vendors will be notified in writing within a reasonable length of time following the selection. Prior to the selection of a firm, two or more vendors may be requested to make oral presentations to the evaluation committee. The proposal shall become the property of the RSA.

G. Economy of Preparation

Proposals should be prepared simply and economically and provide a concise description of the bidder's response to the requirements of this RFP. Emphasis should be on clarity. The RSA will not be responsible for any costs incurred by any bidder in the preparation of a proposal or oral presentation to evaluation committee.

H. Disclosure of Proposals

Proposals may be subject to disclosure and/or reproduction under Alabama law after the completion of the RFP process. Bidder's redacted copy of the Proposal shall include redaction of all confidential and/or proprietary information. Bidder agrees to intervene in and defend any lawsuit brought against the RSA for its refusal to provide Bidder's alleged confidential and/or proprietary information to a requesting party. The RSA shall provide Bidder written notice of any such lawsuit within ten (10) days of receipt of service by the RSA. Bidder shall intervene within thirty (30) days of notice or will be deemed to have waived any and all claim that information contained in the Proposal is confidential and/or proprietary and any and all claims against the RSA for disclosure of Bidder's alleged confidential and/or proprietary information.

I. News Releases

News releases pertaining to this RFP or the service to which it relates will be made only with prior written approval of the CEO or his representative.

J. Addenda to the RFP

Any modifications made to the RFP prior to the proposal due date will be placed on the RSA website.

K. Contact Point

Any questions that arise concerning this RFP may be directed to Mr. Edward Davis at Edward.davis@rsa-al.gov.

L. Minimum Qualifications

Proposals will be accepted from public accounting firms where both the firm and the assigned personnel meet the following minimum qualifications:

- Audit Manager/Partner on this engagement must possess a current Certified Information Systems Auditor certification and must have at least five years of experience combined in SAS 70 and SOC 1 and 2 reporting.
- All firm personnel assigned to the RSA engagement must sign and accept a non-disclosure and confidentiality agreement.
- Furnish resumes for primary persons responsible for the engagement reflecting relevant experience.
- Furnish references from a minimum of three clients for whom the firm has completed SOC 1 Type 2 reports.

Section II

Information Required from Bidders

Proposals must be submitted in the format outlined below:

A. Qualifications of the Firm

1. Business Organization

State the full name and address of your organization, and if applicable, the branch office or other subordinate element that will perform or assist in performing the work hereunder. Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you incorporated. State whether you are licensed to operate in the State of Alabama.

2. Prior Experience

As part of your proposal, include a brief statement (maximum of five pages) concerning the relevant experience of persons from your firm who will be associated at the highest management levels with the proposed engagement. Do not include general corporate background brochures. Emphasize experience directly applicable to SOC 1 Type 2 reporting.

3. Personnel

Identify lead individuals by name and title and include a resume of each.

4. Authorized Officials

Include the names and telephone numbers of personnel authorized to execute the proposed contracts with the RSA.

5. Additional Information and Comments

Include any other information believed to be pertinent but not specifically requested elsewhere in this RFP.

B. Planned Approach

RSA has never had a SAS 70 or SOC 1 report. Therefore, discuss your firm's approach to such an engagement for RSA. Specifically discuss your methodology utilizing a readiness approach, timing of the engagement, estimated number of hours, and estimated client involvement.

C. Cost and Price Analysis

Proposal must include a pricing model for completion of a SOC 1 Type 2 report for the investment transactions and cycle, member contribution reporting, member retirement/withdrawal disbursements and participant data. The information requested in this Section is required to support the reasonableness of your proposal price.

1. Personnel Costs

Itemize each personnel category with a different rate per hour per classification required by the vendor in the performance of the contract. Show:

1. Category(e.g. manager, senior, etc., and the corresponding rate per hour)
2. Estimated hours for each category
3. Total personnel costs

2. Five-year cost analysis

RSA intends to enter into a five-year contract for preparing the SOC 1 Type 2 report. Be specific for years two through five and list information outlined in the items below:

1. Savings anticipated through increased efficiencies as you gain increased knowledge of the RSA's processes.
2. Factors that will be considered and the relevant weighting factor of each on annual fee adjustments.
3. Your willingness to annually disclose and discuss hourly rate adjustments by each employee classification to the engagement.
4. Total your fees and expenses for each fiscal year's report

D. General Terms and Conditions

By submitting its Proposal, Bidder affirmatively acknowledges and agrees that the terms and conditions set forth below, without any exception, shall become part of any contract awarded under this RFP. Bidder shall read the provisions listed below and respond with any exceptions Bidder takes to any provision.

1. **INDEMNIFICATION:** To the fullest extent permitted by law, the Bidder shall indemnify, defend, and hold harmless The Retirement Systems of Alabama, the State of Alabama and their affiliates, and their respective administrators, officers, directors, agents and employees (the "Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Bidder's performance of services under this Agreement and/or any other of the Bidder's acts and/or omissions under this Agreement. Without limiting the foregoing in any manner, the Bidder shall indemnify, defend, and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses,

including but not limited to attorney's fees, (a) incurred as a result of the Bidder's violation of any law, rule or regulation; (b) arising out of, or related to, the Bidder's breach of warranty or representation; or (c) arising out of, or related to, the Bidder's negligent or willful misconduct. For all claims against the Indemnitees by any employee, agent, or any other person directly or indirectly employed by the Bidder, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or its agents, under worker's compensation laws, disability benefits laws or other employee benefits laws. Bidder agrees that the RSA will not indemnify the Bidder under the terms of the contract.

2. **GOVERNING LAW:** Bidder agrees that the final Agreement shall be governed by and construed in accordance with Alabama law, without giving any effect to the conflict of laws provision thereof.
3. **INDEPENDENT CONTRACTOR:** Bidder acknowledges that it is an independent contractor, and neither the Bidder nor its employees are to be considered employees of RSA or entitled to benefits under the State of Alabama Merit System.
4. **NOT A DEBT OF THE STATE OF ALABAMA:** It is agreed that the terms and commitments contained therein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.
5. **CONFLICTS WITH LAW:** It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
6. **SOLE REMEDY:** Bidder's sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to filing a claim with the Board of Adjustments for the State of Alabama.
7. **OPEN RECORDS:** Bidder acknowledges that RSA may be subject to Alabama open records laws or similar state and/or federal laws relating to disclosure of public records and may be required, upon request, to disclose certain records and information covered by and not exempted from such laws. Notwithstanding anything to the contrary contained in Bidder's proposal or final Agreement, Bidder acknowledges and agrees that RSA may comply with those laws without violating any provision of Bidder's proposal or final Agreement.
8. **IMMIGRATION:** Bidder agrees that by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in

violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Section III Criteria for Evaluation

A. General

Proposals will be evaluated by an evaluation committee. Selection will be based on all factors listed below and others implicit within the RFP and will represent the best performance and most reasonable costs for the RSA. Oral presentations and interviews may be required as part of the evaluation criteria.

B. Factors

The following factors will be the minimum criteria in making the selection (order does not indicate priority):

1. Price

This criterion shall be judged by its reasonableness in relation to the merits of the proposal.

2. Qualification of the Firm

This includes the ability of the vendor to meet the terms of the RFP and the relevancy of recent SOC 1 Type 2 reporting engagements.

3. Professional Personnel

The competence and level of professional personnel who will guide the engagement will be considered. Education, certifications, and relevant SOC 1 reporting experience will measure qualifications of professional personnel.

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This Agreement, which results from RFP _____ entitled _____, is made and entered into effective _____ between the Teachers' Retirement System of Alabama and the Employees' Retirement System of Alabama, collectively referred to as The Retirement Systems of Alabama ("RSA"), and _____, hereinafter referred to as "Contractor."

SERVICES

Contractor shall provide _____ services to RSA in accordance with the guidelines, terms and conditions set forth in RSA's RFP _____ and Contractor's Proposal dated _____, all of which documents are attached hereto as Exhibit A and incorporated herein by reference.

CONSIDERATION

As consideration for the services rendered pursuant to this Agreement, RSA agrees to compensate the Contractor an amount equal to the rates set forth in Contractor's Proposal, as amended by Contractor's Revised Proposal.

TERM

This Agreement shall be for the period beginning _____ and ending _____.

OTHER

Contractor acknowledges and understands that this Agreement is not effective until it has received all required state government approvals, and Contractor shall not begin performing work under this contract until notified to do so by RSA. Contractor is entitled to no compensation for work performed prior to the effective date of this Agreement.

Contractor acknowledges that Contractor is an independent contractor, and neither Contractor nor Contractor's employees are to be considered employees of RSA or entitled to benefits under the State of Alabama Merit System.

In the event of proration of the funds from which this Agreement is to be paid, the Agreement will be subject to termination by RSA.

Contractor acknowledges that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provisions of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. Contractor may not assign this Agreement or any interest herein or any money due hereunder without the expressed written consent of RSA. Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment of the State of Alabama.

Contractor acknowledges and agrees that, notwithstanding anything to the contrary contained herein or in any other agreement between the parties hereto, RSA shall not indemnify or hold harmless Contractor, its affiliates, administrators, officers, employees or agents. Contractor further acknowledges and agrees that RSA shall not be liable to Contractor for any late fees, penalties, collection fees or attorney fees unless specifically agreed to in a writing signed by RSA.

Contractor acknowledges that, in the course of performing its responsibilities under this Agreement, Contractor may be exposed to or acquire information that is proprietary or confidential to RSA or its members. Contractor agrees to hold such information in confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, without the express written permission of RSA, other than for the performance of obligations hereunder or as required by applicable state or federal law. For purposes of this Agreement, all records, financial information, specifications and data disclosed to Contractor during the term of this Agreement, whether submitted orally, in writing, or by any other media, shall be deemed to be confidential in nature unless otherwise specifically stated in writing by RSA.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with Alabama Law, without giving any effect to the conflict of laws provision thereof.

TERMINATION

This Agreement may be terminated for any reason by either party upon ninety (90) days written notice. RSA shall have the right to terminate this Agreement immediately by

providing written notice to Contractor in the event Contractor fails to execute any provision of this Agreement promptly and to the satisfaction of RSA.

Contractor Federal Tax ID Number

By: _____
Its: _____

The Retirement Systems of Alabama
By: David G. Bronner
Its: Secretary-Treasurer

Reviewed by:

Legal Counsel for RSA



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number										

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*). **Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8. **What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form. **Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line. **Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

State of _____
County of _____

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)**

DATE: _____

RE: Contract/Grant/Incentive (describe by number or subject): _____ **by and between**

(Contractor/Grantee) and

(State Agency, Department of Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of **THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT** (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY: Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER: Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___(a) the Contractor/grantee is a business entity or employer as those terms are defined in Section 3 of the Act. The Contractor/Grantee must submit its complete *E-Verify Memorandum of Understanding* issued and electronically signed by the U.S. Department of Homeland Security when the business entity or employer enrolls in the E-Verify program.

___(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factor beyond its control.

Certified this _____ day of _____ 20 ____.

Name of Contractor/Grantee/Recipient

By:

Its:

The above Certification was signed in my presence by the person whose name appears above, on

This _____ day of _____ 20 ____.

WITNESS _____

Printed Name of Witness